

# CAR

## Insurance



**STATE**

click.**done.**

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# Welcome TO STATE

Thank you for choosing State to insure your car. You've made a great choice – we've been helping New Zealanders with their insurance needs for more than 100 years and are proud to be doing the same for you.

If you have any questions about your policy or think it doesn't provide the cover you need, please call us straight away – we'll be happy to help.

## IMPORTANT

### This document is your Car policy wording.

Please make sure you read it carefully, as it contains important information you should know, including what your insurance covers – and what it doesn't.

## Contacting us

**In New Zealand, simply call 0800 80 24 24.** If you have a question, need help, or want to make an insurance claim our contact centres are available 7 days a week, or visit [state.co.nz](http://state.co.nz).

**Australia** call us free on 1 800 887 863.

**United States** call us free on 1 800 593 9482.

**United Kingdom** call us free on 0800 096 5308.

**Somewhere else overseas** call us direct on 64 9 969 1150.

If you'd prefer to email us, it's easy. Just follow the link in the 'Contact Us' section at [state.co.nz](http://state.co.nz).

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# Key benefits and features of your Car insurance

The below information is only a guide and does not form part of your policy wording.

Please read this table in conjunction with the policy wording to understand the full details of your policy, limits and exclusions that may apply.

Your insurance cover	Car Comprehensive	Third Party, Fire & Theft	Third Party only
<b>Accidental loss (includes windscreen, windows, sun roof and driving lights)</b>	✓	✓ (For fire, theft, attempted theft or natural disaster)	X
<b>Accidental death &amp; permanent disablement</b>	✓	X	X
<b>Excess protection</b>	✓	X	X
<b>Keys and locks</b>	✓	X	X
<b>Legal liability</b>	✓	✓	✓
<b>Manslaughter defence</b>	✓	✓	✓
<b>Medical expenses</b>	✓	X	X
<b>Methamphetamine contamination</b>	✓	✓	X
<b>Protection against uninsured drivers</b>	✓ (covered under accidental loss above)	✓ (up to \$3,000)	✓ (up to \$3,000)
<b>Road clearing costs</b>	✓	✓	✓
<b>Towing costs</b>	✓	✓	✓
<b>Trailer cover</b>	✓	X	X
<b>Transport costs</b>	✓	X	X
<b>Options you can add</b>			
<b>Hire car</b>	Optional	X	X
<b>Roadside rescue</b>	Optional	Optional	Optional
<b>No excess for accidental loss on windscreen, windows, sun roof or driving lights</b>	Optional	Optional	Optional
<b>Additional features</b>			
<b>Repair guarantee</b>	✓	✓	✓

## Your policy

### Our agreement with you

We have an agreement with **you**. **You** agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy wording.

### Reading your policy

#### Words in bold

**You'll** notice that some words in **your** policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean on page 11.

#### Examples and headings

To make it easy for **you** to understand **your** policy, **we've** included some examples and comments in *italics*. Note these don't affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy wording are designed to help **you** find **your** way around it. **You** mustn't use them when interpreting the policy wording.

### What your policy consists of

**Your** policy consists of this policy wording, the **schedule**, the information **you** provided in the **application** and any subsequent information **you** provide.

### You can change your mind

If **you're** not happy with this policy **you** are welcome to change **your** mind, but **you** must tell **us** within 15-days of the date it started. **We'll** then cancel it and refund in full any premium **you've** paid. This doesn't apply if **you** have made a claim on **your** policy.

## Your duty of disclosure

When **you** apply for insurance, **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. whether to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

**You** also have this duty every time your insurance renews and when **you** make any changes to it.

If **you** breach this duty, **we** may treat **your** policy as being of no effect and to have never existed.

*Please ask us if you are not sure whether you need to tell us about something.*

## Making a claim

To make a claim, go to [state.co.nz/claims](https://www.state.co.nz/claims) anytime, or call **0800 80 24 24**. **We're** available 7 days a week.

### What you must do

If anything happens that could result in a claim under this policy, **you** must:

- do what **you** can to take care of the **car** and prevent any further **loss** or liability, and
- tell **us** as soon as possible, and
- notify the police as soon as possible if **you** think the **loss** was caused by a criminal act, and
- allow **us** to examine the **car** before any permanent repairs are started, and
- not destroy or dispose of anything that is, or could be, part of a claim, and
- as soon as possible, send **us** anything **you** receive from anyone about a claim or possible claim against **you**, and
- give **us** any information or help **we** ask for, and
- consent to **your** personal information in connection with **your** claim being disclosed to **us** and transferred to Insurance Claims Register Limited, and
- tell **us** immediately if **you** or anyone else entitled to cover under this policy is charged with any offence in connection with the **use** of the **car** or a **vehicle** which resulted in **loss** of property or **bodily injury** to another person.

### Getting our permission first

**You** must ask for **our** permission before **you**:

- incur any expenses in connection with a claim under this policy, or
- negotiate, pay, settle, or admit any allegation that **you** are legally liable, or
- negotiate, offer to pay or pay any **reparation**, including but not limited to, offers made as any part of any case management conference or sentencing hearing, or
- do anything that may prejudice **our** rights of recovery.

## What you get if we accept your claim

Please make sure **you** read this section carefully. If **you** have any questions, just phone **us** on **0800 80 24 24**.

### Repair, replace or pay cash?

#### Repairable

If the **car** is economic to repair in **our** opinion, **we** have the option to:

1. arrange for the **car** to be repaired as near as possible to the condition it was in before the **loss** happened, using parts and practice appropriate in the New Zealand repair industry, or
2. pay **you** the cost of repairs as estimated by **our** assessor.

#### Not repairable

If the **car** is **uneconomic to repair** in **our** opinion, **we'll**:

1. pay **you** the **sum insured**, if the **car** was in a good and well maintained condition in **our** opinion when the **loss** happened, or
2. pay **you** the **market value** up to the **sum insured**, if the **car** was not in a good and well maintained condition in **our** opinion when the **loss** happened, or
3. replace the **car** with a new one, as long as:
  - a. the **loss** happened within 12-months of **you** buying the **car** new, and
  - b. the same model and specification is available in New Zealand.

Whenever **we** take one of these actions, this policy comes to an end.

#### Parts unavailable in New Zealand

If any new parts, **accessories** or tools cannot be bought in New Zealand **we'll** pay the last known selling or list price in New Zealand plus the reasonable fitting cost.

#### Repair guarantee

All repairs to the **car** that are done through **our** approved repairer network, are quality guaranteed while:

1. **you** own it, and
2. while it is insured with **us**.

## Use of the vehicle

This policy only applies when the **vehicle** is being **used**:

1. for private, domestic, social or pleasure purposes (including community work), or
2. in connection with a business, profession or occupation, as long as the person **using** the **vehicle** is not **using** it in their capacity as a:
  - a. salesperson, commission agent, service person or commercial traveller, or
  - b. insurance representative, insurance agent or insurance broker, or
  - c. land or real estate agent, or
  - d. mortgage broker or mobile mortgage manager, or
  - e. stock or station agent, or
  - f. courier driver, delivery person or taxi driver, or
  - g. member of a motor trade.

**You're** not covered when the **vehicle** is being **used**:

1. to carry fare-paying passengers e.g. as a taxi (other than private, not-for-profit car pooling) or for hire, or
2. to carry, haul or tow any goods, plant, machinery or samples in connection with any trade or business other than farming, or
3. to practice for or take part in any race, rally, pace-making, reliability trial or speed test, or
4. on any racetrack.

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## Type of cover that applies

### Cover options

There are three cover options:

1. **CC** Car Comprehensive
2. **TPFT** Third Party, Fire & Theft
3. **TPO** Third Party Only

The type of cover that applies to **you** will be shown in **your schedule**.

**You'll** note that **we've** used symbols for each cover option.

**We've** used these symbols throughout this policy to help **you** know if a benefit applies to **you** or not.

## What your policy covers

This section explains what **your** policy covers and what it doesn't cover at all. There are also some optional covers that **you** may have selected. Please read page 8 for information on these. Please read this section carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

### Accidental loss

#### **CC** Comprehensive Cover

**You're** covered for sudden and **accidental loss** to the **car** that happens during the **period of cover** in New Zealand (including in transit between places in New Zealand).

#### **TPFT** Third Party, Fire & Theft

**You're** covered for sudden and **accidental loss** to the **car** caused by:

- fire, or
- theft or attempted theft, unlawful conversion, or
- natural disaster**,

during the **period of cover** in New Zealand (including in transit between places in New Zealand).

#### **TPO** Third Party Only

**You're** not covered under this 'Accidental loss' benefit.

### What you'll get

See 'What you get if we accept your claim' on page 4 for details on what **we'll** pay.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

#### **CC** Accidental death and permanent disablement

**We'll** pay the amounts shown under 'What you'll get' below, as long as:

- you** or **your partner** were **injured** because of a **loss** covered by this policy, and
- the **injury** happened while **you** or **your partner** were driving the **car**, and
- any of, or a combination of the **events** happens within 90-days from the date of the **injury**.

### What you'll get

	Event	Amount
1.	Death	\$2,000
2.	Permanent total loss of sight of an eye	\$1,000
3.	Permanent total loss of use of a hand	\$1,000
4.	Permanent total loss of use of a foot	\$1,000

If **you** suffer a combination of **events** 2, 3 or 4, the amount **we** pay will be cumulative. The most **we'll** pay during the **period of cover** is the death amount. If more than one person is entitled to payment, **we'll** pay proportionately to the number of persons entitled.

### What isn't covered?

**We** will not pay for death resulting from suicide, or any self-inflicted injury.

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

#### **CC** Excess protection

**You** won't pay an **excess** if an identifiable driver of another vehicle causes **loss** that is covered by this policy, as long as **you** give **us**:

- enough information to establish that the driver of the other vehicle was completely at fault, and
- the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address), and
- reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

#### **CC** Keys and locks

**You're** covered if any of the keys to the **car** are lost, stolen or believed on reasonable grounds to have been duplicated without **your** permission, during the **period of cover**.

### What you'll get

**We'll** pay the reasonable cost of replacing keys, locks, barrels, coded keypads or coded alarms. For a claim of \$300 or less, **you** won't have to pay an **excess**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

#### **CC** **TPFT** **TPO** Legal liability

**You're** covered for **your** legal liability and defence costs arising from:

- accidental loss** to anyone else's property (including loss of use), or
- bodily injury** to any person,

occurring during the **period of cover**, caused by or through or in connection with **your use** of a **vehicle** in New Zealand (including in transit between places in New Zealand).

#### General average

**You're** covered for general average or salvage charges that **you** must legally pay as a result of the **car** being carried by ship between places in New Zealand during the **period of cover**.

#### Other people's liability

**We'll** cover the legal liability and liability to pay **reparation** of any other person caused by or through or in connection with their **use** of the **car**, in the same way as **we** cover **you**, as long as:

- you** gave **your** permission for such **use**, and
- the other person's liability is not covered by any other insurance, and
- the other person **using** the **car** meets all the same terms of this policy that **you** must meet.

#### Reparation

**You're** covered for **your** liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of cover** in connection with **your use** of the **car**, or any **vehicle** in New Zealand (including in transit between places in New Zealand).

Provided that:

1. **you** must tell **us** immediately if **you** or any other person entitled to cover under this benefit is charged with any offence in connection with the **use** of the **car** or a **vehicle**, which resulted in **loss** of property or **bodily injury** to another person; and
2. **we** must give **our** written approval before any offer of **reparation** is made.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:

1. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,
2. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
3. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

### Vicarious liability

**We'll** cover **your** employer's vicarious liability while **you**, or any other employee who has **your** permission, **uses** the **car** for the business of **your** employer, as long as:

1. the liability is not covered by any other insurance, and
2. any other employee **using** the **car** meets all the same terms of this policy that **you** must meet, and
3. the **use** of the **car** meets all the same terms of this policy that **you** must meet.

### What you'll get

#### Property damage payment

**We'll** pay for:

1. liability, including liability to pay **reparation**, arising from **loss** to property, and
2. reasonable defence costs and expenses incurred with **our** approval (**we** won't unreasonably withhold **our** approval), and
3. costs awarded against **you** by a Court.

The most **we'll** pay in total for 1, 2 and 3 is \$20,000,000 for any **event** – and **you** won't have to pay an **excess**.

#### Bodily injury payment

**We'll** pay for:

1. liability, including liability to pay **reparation**, arising from **bodily injury**, and
2. reasonable defence costs and expenses incurred with **our** approval (**we** won't unreasonably withhold **our** approval), and
3. costs awarded against **you** by a Court.

The most **we'll** pay in total for 1, 2 and 3 is \$1,000,000 for any **event** – and **you** won't have to pay an **excess**.

#### Settlement of any claim

If **we** pay the full amount under this part of **your** policy (or any lesser amount that **we** can settle **your** liability for), plus **your** defence costs, this will meet all **our** obligations under this part of **your** policy.

### What isn't covered?

1. **You're** not covered for liability for **loss** to any property:
  - a. owned by **you** or anyone **we** cover and who claims under this policy, or
  - b. in **your** care or in the care of anyone **we** insure under this policy other than for:
    - i. a disabled vehicle being towed without charge by any **vehicle**, or
    - ii. clothing, personal effects and luggage being carried by and belonging to any passenger in any **vehicle**, or
  - c. being carried by or loaded into or unloaded from any **vehicle** or a caravan or trailer attached to any **vehicle** other than specified under (b)(ii) above.
2. **You're** not covered for liability created by a contract or agreement unless **you** would have been liable even without such contract or agreement.
3. **You're** not covered for liability, in any way connected with, any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of cover** and is caused by a sudden **accidental event** that happens during the **period of cover**.
4. **You're** not covered for exemplary damages or fines.

*Exemplary damages are money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.*
5. **You're** not covered for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

### Manslaughter defence

**You're** covered for costs necessarily and reasonably incurred for:

1. legal defence, to defend a charge of manslaughter, or dangerous driving causing death or careless driving causing death, and
2. legal representation at any inquiry or coroner's inquest in connection with a death,

resulting from:

1. **you** or **your partner** driving the **car**, or
2. any member of **your family** driving the **car** with **your** permission, or
3. **you** or **your partner** driving any motorcar that **you** or **your partner** do not own and are not purchasing, provided that **you** or **your partner** has the owner's permission to drive the motorcar,

during the **period of cover**.

### What you'll get

The most **we'll** pay is \$5,000 during the **period of cover** – and **you** won't have to pay an **excess**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## CC Medical expenses

**You're** covered for costs incurred because of an **injury** that **you** or **your partner** suffered during a **loss** covered by this policy.

### What you'll get

**We'll** pay reasonable costs incurred by **you** or **your partner** for medical, surgical, therapeutic, dental and nursing treatment (including x-rays).

The most **we'll** pay during the **period of cover** is \$500 for any **event** – and **you** won't have to pay an **excess**.

### What isn't covered?

**We** won't pay for any expense that can be claimed from any other source or that results from self-inflicted **injury**.

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## CC TPFT Methamphetamine contamination

**You're** covered for **contamination damage** to **your car** provided that it occurs in connection with the theft or illegal conversion of **your car** during the **period of cover**.

### Damage by you and certain others not covered

**You're** not covered for any **contamination damage** that is connected in any way with **you** or **your partner** or any member of **your** or their family (including the theft or illegal conversion by any of them).

For the purposes of this exclusion, **you** includes any trustee or beneficiary of the trust if the **car** is owned by the trust, or any director or shareholder of the company if the **car** is owned by the company.

### What you'll get

Where there's cover under this benefit, **we'll** at **our** option:

1. arrange to **remediate** the **car**, or
2. pay **you** the reasonable costs to **remediate** the **car** as estimated by **our** assessor.

If the cost of **remediation** will put the **car** in a substantially better condition, **you** may be required to make an appropriate contribution towards this cost if **we** ask **you** to.

The most **we'll** pay is the **sum insured** shown on the **schedule**.

*Please note the definition of remediate means that we will not pay to remove all traces of methamphetamine contamination.*

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## TPFT TPO Protection against uninsured drivers

**You're** covered for sudden **accidental loss** to the **car** that happens during the **period of cover** in New Zealand (and in transit between places in New Zealand), that is caused by an uninsured driver of another vehicle, as long as **you** give **us**:

1. enough information to establish that the driver of the other vehicle was completely at fault, and
2. the correct registration number of the other vehicle and information **we** need to identify the driver (including name and address), and
3. reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

*For example:*

*If you are waiting at a red light and another car hits your car in the rear, you can claim under this policy up to \$3,000, but only if that person is not insured and if you can give us all the information and assistance that is listed in 1, 2, and 3 above. If that person is insured then you must claim from their insurance company or from them personally.*

### What you'll get

See 'What you get if we accept your claim' on page 4 for details on what **we'll** pay.

The most **we'll** pay for any **event** is \$3,000 – and **you** won't have to pay the **excess**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## CC TPFT TPO Road clearing costs

**You're** covered for costs incurred for removing debris from any road or parking area, following a **loss** covered by this policy.

### What you'll get

**We'll** pay reasonable costs incurred.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## CC TPFT TPO Towing costs

**You're** covered for towing and rescue costs, to remove the **car** to the nearest repairer or place of security, if the **car** isn't driveable because of a **loss** covered by this policy.

### What you'll get

**We'll** pay for necessary and reasonable towing and rescue costs.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## CC Trailer cover

**You're** covered for **accidental loss** to any **trailer** that happens during the **period of cover** in New Zealand.

### What you'll get

**We'll** have the option to pay either:

1. the cost of repairs, or
2. the **market value**.

The most **we'll** pay during the **period of cover** is \$750.

A \$100 **excess** applies to this Trailer cover.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## CC Transport costs

**You're** covered for transport costs for:

1. **you, your partner, your family**, other passengers and domestic pets in the **car**, from the place where the **loss** occurred to **your** home or to **your** nearest immediate destination, and
2. returning the **car** to **your** home or to another place **you** and **we** agree, after the **car** has been repaired,

if the **car** can no longer be driven following a **loss** covered by this policy.

If the **car** is recovered following theft or conversion, **you're** covered for costs to return the **car** to the place from where it was stolen or to another place that **you** and **we** agree (such as **your** home).

### What you'll get

**We'll** pay for reasonable costs incurred.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## Additional cover if you've paid extra

This section explains what additional cover **you** may be able to add onto **your** policy if **you've** paid extra. **You** are only covered for these if **you** have paid the extra premium and the cover is printed on the **schedule**. Please read this section carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

## CC Hire car

**You're** covered if **you** need a hire car while the **car** is:

1. being repaired, or
2. not driveable until it is repaired, or
3. stolen and not found,

after a **loss** that is covered by this policy, as long as:

- a. **we** arranged the hire car using **our** approved supplier, and
- b. **you** pay for all running costs, and
- c. the hire car is a passenger vehicle up to 1800cc.

### What you'll get

**We'll** contribute towards the reasonable costs of a hire car, up to a maximum of 14-days. If **we** are unable to arrange a hire car, **we** will pay **you** \$50 per day, up to a maximum of 14-days or until the **car** is repaired, whichever comes first.

### What isn't covered?

**You're** not covered if the claim is only for **accidental** damage to windscreens, windows, sun-roofs or driving lights.

This cover is only for the costs of the hire car. This policy doesn't insure the hire car while it is being used.

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## CC TPFT TPO State Roadside Rescue

**We'll** provide State Roadside Rescue service for the **car** during the **period of cover**.

### What you'll get

1. State Roadside Rescue will:
  - a. fit the **car's** spare tyre if it has a flat tyre, and
  - b. access the **car** if the **car** keys are locked inside, and
  - c. provide 5-litres of fuel if the **car** is out of fuel, and
  - d. jump-start the **car** if it has a flat battery.
2. State Roadside Rescue will arrange to tow the **car** to the nearest approved repairer or place of safety if the **car** suffers mechanical or electrical damage or failure and:
  - a. cannot be easily mobilised at the roadside, or
  - b. requires replacement parts.
3. State Roadside Rescue cover provides two call outs during any 12-month period.

*Extra call outs can be made, however, all extra call outs will be charged to you at our standard fee, and further assistance is at your expense.*

The **excess** does not apply to this State Roadside Rescue cover.

### What isn't covered?

State Roadside Rescue will not assist where the **car**:

1. has been left unattended, or
2. requires specialised salvage equipment, or
3. is not within easy access of a public road that is negotiable by a two wheel drive vehicle, or
4. cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
5. was being **used** for competitions or off-road activity, or
6. was involved in an **accident** or collision, or
7. was being misused, or
8. is a towed vehicle such as a boat, trailer and caravan, or
9. exceeds 3,000kg.

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## CC TPFT TPO Windscreens and windows

If a claim is only for **accidental loss** to windscreens, windows, sun-roofs, or driving lights of the **car**, **you** won't have to pay an **excess**.

### What you'll get

See 'What you get if we accept your claim' on page 4 for details on what **we'll** pay.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 10.

## Exclusions that apply to the whole policy

This section explains things **your** policy doesn't cover that are additional to those already mentioned in the previous sections. Please read it carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

### Alcohol, drugs and other intoxicating substances

There's no cover under this policy if the person **using** the **vehicle**:

1. has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
2. refuses to undergo a breath or blood test after an **accident**, when they must legally do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent that they are incapable of having proper control of the **vehicle**, or
4. fails or refuses to stop, or remain at the scene, following an accident (as required by law).

This doesn't apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

### Confiscation

**You're** not covered for **loss** connected in any way with the confiscation, nationalisation, requisition, acquisition or destruction of, or damage to property by order of government, public or local authority or regulation, unless the order is given to control any **loss** that is covered by this policy.

### Electronic data and programs

**You're** not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However, this exclusion does not apply to physical damage to other covered property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded.

### Excess

For each **event**, the relevant **excess** will be deducted from the amount of **your** claim unless stated otherwise.

### Intentional or reckless acts

**You're** not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by **you** or anyone else covered by this policy.

### Mechanical or electrical breakdown

**You're** not covered for mechanical **loss**, electrical **loss**, or electronic **loss**.

However, this exclusion does not apply:

1. where that **loss** results:
  - a. in or from a fire, or
  - b. from a collision, overturning, immersion in water, a flood, intentional damage, theft or conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami, or

2. to the extent that cover is provided by State Roadside Rescue, if **you** have purchased that cover.

### Modified vehicle

There's no cover under this policy if the **car** has been **modified**, unless details of all the **modifications** have been given to **us** and **we** have agreed in writing to continue cover.

### Nuclear

**You're** not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
  - a. any nuclear fuel, or
  - b. any nuclear waste from the combustion or fission of nuclear fuel,
2. nuclear weapons material.

### Terrorism

**You're** not covered for any loss, damage, cost, expense, prosecution, death or liability of any type connected in any way with an **act of terrorism** including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

### Tyre damage

**You're** not covered for:

1. damage to tyres caused by braking, or
2. punctures, cuts or bursts to **your** tyres.

However, this exclusion does not apply to punctures, cuts or bursts that result in or from:

- a. fire,
- b. collision,
- c. overturning,
- d. malicious damage,
- e. theft or illegal conversion, or
- f. **natural disaster**.

### Unlawful substances

**You're** not covered for any loss, damage, expense or liability connected in any way with contamination from any 'controlled drug' as defined in the Misuse of Drugs Act 1975. This exclusion does not apply to **loss** caused covered under 'Methamphetamine contamination' cover on page 7.

### Unlicensed drivers

There's no cover under this policy if the driver of any **vehicle**:

1. does not comply with all the conditions of his or her driver licence, or
2. is not legally allowed to drive in New Zealand.

This doesn't apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

## Unsafe or unroadworthy

**You're** not covered if the **vehicle** is being **used** in an unsafe or unroadworthy condition, and:

1. the condition of the **vehicle** contributed to **loss** or liability, and
2. the driver should have been aware of that condition and that the condition could result in damage to the **vehicle**.

## War

**You're** not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

## Wear, tear, depreciation and loss of use

**You're** not covered for:

1. depreciation, or
2. wear and tear, rust or corrosion, or
3. loss of use, or
4. gradual deterioration, or
5. consequential loss, unless otherwise stated.

*For example, you are not covered for any loss in value of the vehicle following an accident.*

## Policy conditions

**Your** policy has some important conditions. This section explains what they are and what happens if **you** don't follow them. Please read it carefully and if **you** have any questions phone **us** on **0800 80 24 24**.

## If you don't comply with the policy...

### Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- a. decline **your** claim, either in whole or in part,
- b. decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- c. declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

## Your obligations

### True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including when:

1. this insurance is **applied** for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

## Changes in circumstances

**You** must let **us** know straight away if, after the start of this policy, there are any **modifications** to the **car**, or any material increase or change in the risk **we** cover.

At any time **we** may change the terms of this policy in response to what **you** tell **us**.

*Information is 'material' where we would have made different decisions about either accepting your insurance or setting the terms of the insurance, if we had known that information. Tell us if this information changes while we insure your car – as soon as you know that the change will happen.*

*If you're not sure if information is 'material', tell us anyway. The 'risk we cover' refers to the actual property or liabilities we insure (known as physical risks), and you or other people covered by this policy (known as moral risks).*

## Reasonable care

**You** must always take reasonable care to avoid circumstances that could result in a claim. **You** won't be covered if **you** are reckless or grossly irresponsible.

## We can take action in your name

**We** can take action in **your** name to:

1. negotiate, defend or settle any claim against **you** covered by this policy, and
2. make a recovery from anyone else for anything covered by this policy, and **you** must cooperate with **us**.

**We'll** pay any costs associated with these actions.

## Administering this policy

### Cancellation

**By you...**

**You** can cancel this policy at any time. If **you** do, **we'll** refund any premium due to **you** based on the unused portion of the **period of cover**.

**You** must pay **us** any outstanding payments due to **us**.

**By us...**

**We** can cancel this policy by writing to or emailing **you** at the last known address **we** have for **you**. The policy will be cancelled on the 14th day after the date of the notice. **We'll** refund any premium due to **you** based on the unused portion of the **period of cover**.

### Changing the terms

**We** can change this policy's terms (including the **excess**) by writing to or emailing **you** at the last known address **we** have for **you**. Unless otherwise specified in the policy, the change in terms will take effect on the 14th day after the date of the notice.

### Currency

Any amounts shown in this policy and on the schedule are in New Zealand Dollars.

### Goods and Services Tax

All amounts referred to in this policy include any GST that may apply.

### Governing law and jurisdiction

The law of New Zealand applies to this policy the New Zealand courts have exclusive jurisdiction.

## If the car is uneconomic to repair

If the **car** is **uneconomic to repair** and **we've** paid **your** claim:

1. this policy is automatically cancelled, and
2. **we** won't give any refund of premium, and
3. the **car** will become **our** property.

## Joint insurance

If this policy covers more than one person, all persons are jointly covered.

## Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

## Other insurance

**You** must tell **us** if the **car** is (or becomes) covered by another insurance policy. If **you** can claim under that insurance, **we'll** only pay the amount of any **loss** that's above the limit payable by the other insurance. This does not apply to the 'Accidental death and permanent disablement' cover on page 5.

## Other parties with a financial interest

If **we** know of any financial interest over the **car**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest is not covered and does not have rights to claim under this policy.

## Definitions

Here are the special meanings of the words shown in **bold** in this policy. The definitions apply to the plural and any other versions of the words.

*For example, the definition of 'accidental' also applies to 'accidentally', 'accident' and 'accidents'.*

### accessory

a part of the **car** not directly related to its function as a vehicle, including any:

- radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of the **car**, and
- portable telephone that connects to a power source in the **car**, and
- **car** seat covers, floor mats or child **car** seats.

### accidental

unexpected and unintended by **you** and anyone **using** the **vehicle**.

### act of terrorism

an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or

- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or disrupt an electronic system.

### application

the information provided by **you** to **us** when **you** purchased this insurance or requested a quotation for this insurance from **us**.

### bodily injury

the **accidental** death of, or **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish and mental injury.

### car

the vehicle described in the **schedule**, including any:

- standard tool supplied by the vehicle's manufacturer or a similar substitute tool, and
- **accessory** or spare part while it is in or on the vehicle, and
- **accessory** that has been temporarily removed from the vehicle for security purposes, or cleaning or servicing.

### computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, 'Trojan horses', 'worms' and 'time or logic bombs'.

### contamination damage

means **loss** caused by chemical contamination from **methamphetamine** that exceeds the **contamination level**.

### contamination level

the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.

### electronic data

facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

### event

any one event or series of events arising from one source or original cause.

### excess

the first amount of the claim that **you** must pay, which is shown in either the **schedule** or in this policy wording.

### family

any member of **your** family who lives with **you**.

### injury

a bodily injury caused solely and directly by violent, accidental, external and visible means.

### loss

physical loss or physical damage.

**market value**

the reasonable cost to buy, immediately before the **loss** and on the retail market, a vehicle of comparable:

- year,
- make, model and specification (including fitted equipment covered by this policy),
- mileage,
- general condition,

as the **car** or **trailer** that was damaged.

**methamphetamine**

means the Class A controlled drug Methamphetamine or Class B controlled drug Amphetamine as defined by the Misuse of Drugs Act 1975 or any precursor chemicals and by-products.

**modification**

any change to the **car**, that is different to the manufacturer's original specification or recommendations.

*Examples include:*

- *changes to the engine, steering, performance, suspension, chassis, or*
- *body kits, paintwork, interior modifications, or*
- *tyres or wheels of the car, or*
- *a changed sound system valued at over \$1,000.*

**We** don't consider a conversion of the **car** to run on CNG, LPG or Bio Gas as a **modification**, as long as the **car** has a current Warrant of Fitness and a current Alternative Fuel Inspection Certificate.

**natural disaster**

an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the Earthquake Commission Act 1993.

**partner**

**your** husband or wife or person who you are living with in the nature of a marriage.

**period of cover**

the 'Period of cover' shown in the **schedule**.

**remediate**

means to reduce the level of **methamphetamine** contamination to below the **contamination level**.

**reparation**

an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

**schedule**

the latest version of **your** 'Policy Schedule' that **we** issued to **you** for this policy.

**sum insured**

the 'Sum insured' shown in the **schedule**.

**trailer**

any general **use** trailer:

- that **you** own or that is in **your** care, and
- that is not covered by any other insurance, and
- **used** as described in 'Use of the vehicle' on page 4 of this policy.

It does not include:

- a caravan, a boat trailer, a camper trailer or a horse float; or
- the contents, equipment or accessories of any trailer.

**uneconomic to repair**

a total **loss** because the **car** is:

- uneconomic or unsafe to repair or **remediate**, in **our** opinion, or
- stolen and not recovered.

**use**

includes driving, parking, garaging or storing of the **car** or **trailer**.

**vehicle**

- the **car** or **trailer** when it is **used** by **you** or anyone else with **your** permission, and
- any other motorcar that **you** don't own, that is **used** by **you**, as long as **you** have the owner's permission to **use** it and **your** liability is not covered by any other insurance.

**we, us, our**

State, a business division of IAG New Zealand Limited.

**you**

the person(s) shown as 'The Insured' in the **schedule**.

## Car Insurance

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